

ITEL
CORPORATION
TRANSPORTATION SERVICES GROUP

RECORDATION NO. 9168-B Filed & Recorded

APR 26 1978 -2 25 PM

INTERSTATE COMMERCE COMMISSION

Date

Fee \$

CC Washington, D. C.

April 24, 1978

Hon. H. G. Homme
Acting Secretary,
Interstate Commerce Commission
Washington, D. C. 20423

RE: Lease Agreement dated as of July 1, 1975 between SSI Rail Corp., Two Embarcadero Center, San Francisco, California, 94111 (now Itel Corporation, Rail Division), and Hartford and Slocomb Railroad Company, P. O. Box 2243, Dothan, Alabama, 36301, filed with the Interstate Commerce Commission on January 9, 1978 at 2:05 p.m. and assigned recordation number 9168.

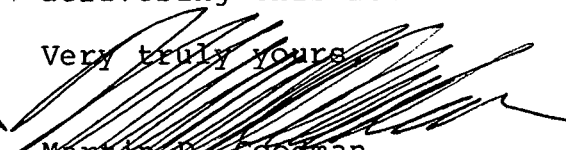
Dear Sir:

Enclosed for filing with and recording by the Interstate Commerce Commission are an original and five counterparts of an Agreement and Assignment dated as of April 1, 1978, among Hartford & Slocomb Railroad Company, Ahnapee and Western Railway Company and Itel Corporation, acting through its Rail Division, as successor in interest to SSI Rail Corp. (as evidenced by the attached Certificate) whereby the above mentioned Lease Agreement is being assigned to the Ahnapee and Western Railway Company by the Hartford & Slocomb Railroad Company. The boxcars subject thereto, numbered HS 2000 to HS 2099, inclusive, and HS 4000 to HS 4099, inclusive, will be re-stencilled within the next few months and will thereafter bear the alphabetical prefix "AHW" instead of "HS".

Also enclosed is this Company's check in the sum of \$10.00, payable to the Interstate Commerce Commission, being the prescribed fee for filing and recording the foregoing document.

Please file the required number of copies of the enclosed document in the above referenced file. Please return all additional copies of the enclosed counterparts not required by the Interstate Commerce Commission to David Schwartz, Esq., of Sullivan and Worcester, who will be delivering this letter on our behalf.

Very truly yours,


Martin H. Goodman
Vice President-Legal Services

TWO EMBARCADERO CENTER • SAN FRANCISCO, CALIFORNIA 94111 • (415) 955-0123

SSI RAIL

SSI NAVIGATION

SSI CONTAINER

APR 26 1978 2 25 PM

AGREEMENT AND ASSIGNMENT ("this Assignment") made as of this first day of April, 1978, among Hartford & Slocomb Railroad Company (hereinafter called "H&S"), Ahnapew and Western Railway Company, a Wisconsin corporation (hereinafter called "Assignee") and Itel Corporation, a Delaware corporation, acting through its Rail Division; as successor in interest to SSI Rail Corp. ("Itel Rail").

W I T N E S S E T H:

WHEREAS, H&S and Itel Rail heretofore entered into a Lease Agreement made as of July 1, 1975 (hereinafter called "the Agreement"), providing for the leasing by Itel Rail to H&S of 200 50'6", 70-ton capacity, general service, single sheath boxcars, all of which boxcars numbered HS 2000 to HS 2099 and HS 4000 to HS 4099, inclusive, have been delivered by Itel Rail and accepted by H&S (such boxcars are hereinafter called "the Equipment");

WHEREAS, due to a severe car shortage of the Assignee, the Assignee desires to obtain the use of the Equipment and the H&S is willing to assign the Agreement to the Assignee;

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and of the covenants herein set forth, the parties agree as follows:

1. Effective upon the date of execution of this Assignment by both parties thereto, H&S hereby sells, assigns, transfers and sets over to Assignee, its successors and assigns, the following:

- (a) All the right, title and interest of H&S in and to the Agreement, and, effective on a boxcar-by-boxcar basis upon the renumbering and repainting of each item of Equipment by Assignee, the Equipment subject to the Agreement, all rents, issues, profits and proceeds thereof including, without limitation, (i) all monies to become due to H&S under or in connection with the Agreement, whether as rent, indemnities, claims for damages or otherwise, and (ii) all rights and powers of H&S under the Agreement to exercise any option, to consent or make any waiver or agreement or to take any other action. H&S shall retain all rights, interest and obligations stipulated by the Agreement as such pertain to individual items of Equipment until the renumbering and repainting of each such item of Equipment is completed.
- (b) All rights, title, interest, powers, privileges and remedies of H&S in, to and under the Agreement, including all amounts which may be or be come due or owing under the Agreement effective as provided in Section 1(a) above;

without any recourse, however, against H&S for or on account of the failure of Itel Rail to make any of the payments provided for in, or otherwise to comply with, any of the provisions of the Agreement. In furtherance of the foregoing assignment and transfer, H&S hereby authorizes and empowers Assignee in the Assignee's own name, or in the name of and as attorney for H&S, to ask, demand, sue for, collect, receive and enforce any and all sums to which Assignee is or may be entitled under this Assignment and compliance by Itel Rail with the terms and agreements on its part to be performed under the Agreement, but at the expense and liability and for the sole benefit of Assignee.

2. Assignee covenants that as soon as practicable it shall, in accordance with all applicable requirements of the Interstate Commerce Commission and the Association of American Railroads, cause the reporting marks of the Equipment to be changed and will execute and file such documents as may be necessary in connection therewith.

3. H&S hereby represents and warrants to Assignee that (i) the Agreement is in full force and effect and enforceable in accordance with its terms, and neither H&S nor Itel Rail is in default thereunder; and (ii) H&S has not heretofore assigned or otherwise disposed of or encumbered any of its right, title or interest in, to or under the Agreement or any monies due or to become due thereunder or by reason thereof, and H&S has full right, power and authority, subject to the consent of Itel Rail, to transfer to Assignee absolute title to H&S's right, title and interest in, to and under the Agreement and the Equipment and in and to all such monies.

4. H&S hereby represents and warrants to Assignee that the Agreement was duly authorized and lawfully executed and delivered by it and insofar as H&S is concerned is a legal, valid and existing agreement binding upon H&S in accordance with its terms and is now in full force without further amendment or modification thereto.

5. H&S agrees to indemnify and hold Assignee harmless from any and all liability, loss or damage it may suffer as a result of claims, demands, costs and judgments against it, which arise or occur as a result of the actions or failure to act under the Agreement of H&S prior to April 1, 1978.

6. H&S and Assignee hereby agree that they will from time to time at the request of Itel Rail or Assignee, as the case may be, make, execute and deliver all such further instruments of assignment, transfer and assurance and do such further acts and things as may be necessary and appropriate to give effect to the provisions set forth herein and more perfectly confirm the right, title and interest hereby assigned and transferred to assignee or intended so to be.

7. The Equipment is to be redesignated with the identifying symbol AHW to replace HS. To allow for such redesignation, each of the parties hereto agrees that Equipment Schedules Numbers 1 and 2 attached to the Agreement are hereafter deemed amended, effective on a boxcar-by-boxcar basis upon the renumbering and repainting of each item of Equipment by Assignee, to reflect the above redesignated symbol but in all other respects shall remain unchanged.

8. Itel Rail hereby consents to this Assignment and agrees that it shall hold Assignee solely responsible for fulfillment of the terms and conditions of the Agreement without any recourse to H&S. Itel Rail hereby acknowledges that, with respect to rental payments under Section 6 of the Agreement, Assignee's only obligation is to pay Itel Rail all monies collected, subject to the right of Assignee to retain monies as calculated in Section 6.

9. The terms of this Assignment and all rights and obligations hereunder shall be governed by the laws of the State of California, provided, however, that the parties shall be entitled to all the rights conferred by Section 20c of the Interstate Commerce Act.

10. This Assignment may be executed in any number of counterparts, but the counterpart delivered to Assignee shall be deemed to be the original counterpart.

IN WITNESS WHEREOF, the parties hereto, each pursuant to due corporate authority, have caused this Assignment to be executed in their respective corporate names by their duly authorized officers, and their respective corporate seals to be hereunto affixed and attested, all as of the date first above written.

HARTFORD & SLOCOMB
RAILROAD COMPANY

ATTEST:

[Signature]
Its Vice Pres - Operations
[CORPORATE SEAL]

By *[Signature]*
Its President

AHNAPEE AND WESTERN
RAILWAY COMPANY

ATTEST:

[Signature]
Its Secretary-T
[CORPORATE SEAL]

By *[Signature]*
Its PRESIDENT

ITEL CORPORATION,
RAIL DIVISION

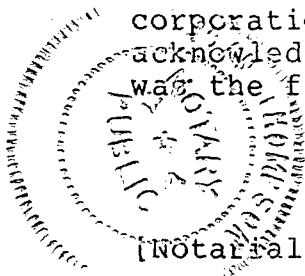
ATTEST:

[Signature]
Its VP - Legal Counsel
[CORPORATE SEAL]
Transportation Services, Inc. (3)

By *[Signature]*
Its President

STATE OF ALABAMA)
) SS:
COUNTY OF Houston)

On this 17 day of April, 1978, before me personally appeared Carl Fischer III, to me personally known, who, being by me duly sworn, says that he is President of Hartford & Slocumb Railroad Company, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its board of directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.



[Notarial Seal]

Jean Thompson
Notary Public

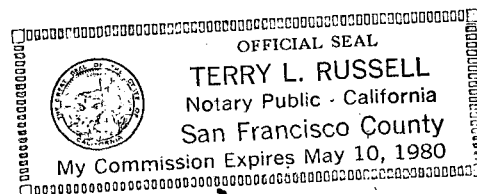
STATE OF CALIFORNIA)
) SS:
CITY AND COUNTY OF)
SAN FRANCISCO)

On this 24th day of April, 1978, before me personally appeared Joseph M. Astello, to me personally known, who, being by me duly sworn, says that he is President of ITEL Corporation, Rail Division, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its board of directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

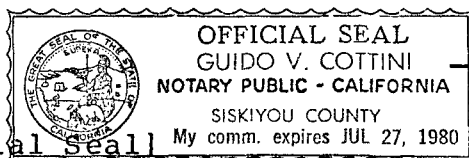
Terry L. Russell
Notary Public

[Notarial Seal]

STATE OF CALIFORNIA)
) SS:
COUNTY OF SISKIYOU)



On this 14th day of April, 1978, before me personally appeared Sid Muma, to me personally known, who, being by me duly sworn, says that he is President of Ahnapée & Western Railway Company, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its board of directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.



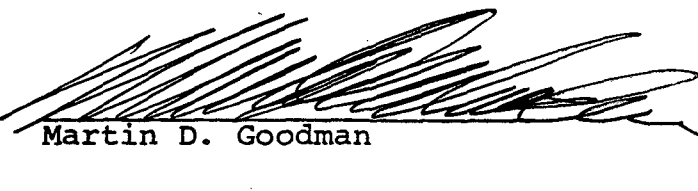
[Notarial Seal]

Guido V. Cottini
Notary Public

ITEL
CORPORATION
RAIL DIVISION

REGISTRATION NO. 8-1168061
Date JAN 9 1978 - 2 05 PM
Fees \$ 10
INTERSTATE COMMERCE COMMISSION
ICC Washington, D. C.

I, Martin D. Goodman, Secretary of SSI Rail Corp. until December 30, 1977, when it was merged into Itel Corporation, a Delaware corporation, of One Embarcadero Center, San Francisco, California, on the date hereof am a Vice President-Legal Services of Itel Corporation, Transportation Services Group, and as such am authorized to advise you that the facts set forth in my letter to you dated January 4, 1978, to which this statement is attached, are true and correct. Attached hereto as Schedule 1 is a copy of the Certificate of Ownership and Merger evidencing the merger of SSI Rail Corp. into Itel Corporation.



Martin D. Goodman

STATE OF CALIFORNIA)
CITY AND COUNTY OF) SS:
SAN FRANCISCO)

On this 4th day of January, 1978, before me personally appeared Martin D. Goodman, to me personally known, who, being by me duly sworn, says that he is a Vice President-Legal Services of Itel Corporation, Transportation Services Group, that the foregoing instrument was signed on behalf of said corporation by authority of its board of directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

OFFICIAL SEAL

C. G. Kim
NOTARY PUBLIC - CALIFORNIA
CITY & COUNTY OF SAN FRANCISCO
My Commission expires Mar. 12, 1978


Notary Public

TWO EMBARCADERO CENTER
SAN FRANCISCO
CALIFORNIA 94111
(415) 955-9090
TELEX 34-234

RECEIVED

APR 2 2 19 PM '78
COMMUNICATION UNIT

CERTIFICATE OF OWNERSHIP AND MERGER

MERGING

ITEL DATA PRODUCTS CORPORATION,
ITEL CAPITAL SERVICES CORPORATION,
ITEL DATA SERVICES CORPORATION,
SSI RAIL CORP.,
ITEL INSURANCE CORPORATION, and
ITEL CORPORATION

**ENDORSED
FILED**

In the office of the Secretary of State
of the State of California

DEC 30 1977

MARCH FONG EU, Secretary of State

By BILL HOLDEN
Deputy

INTO

ITEL CORPORATION

* * * * *

ITEL Corporation, a corporation organized and existing under the laws of the State of Delaware,

DOES HEREBY CERTIFY:

FIRST: That this corporation was incorporated on the 6th day of December, 1967, pursuant to the General Corporation Law of the State of Delaware;

SECOND: That this corporation owns all of the outstanding shares of the stock of the following corporations, which were incorporated pursuant to the general corporation laws of the respective states and on the respective dates set forth adjacent to their respective names:

ITEL Data Products Corporation....Delaware....October 3, 1975;

IteI Capital Services Corporation....Delaware....June 22, 1970;

IteI Data Services Corporation....Delaware....May 26, 1969;

SSI RAIL CORP.Delaware....May 27, 1975;

ITEL INSURANCE CORPORATION....California....March 24, 1976; and

ITEL Corporation....Nevada....June 18, 1969.

THIRD: That this corporation, by the following resolutions of its Board of Directors, duly adopted at a meeting thereof on November 17, 1977, determined to and did merge into itself said ITEL Data Products Corporation, IteI Capital Services Corporation, IteI Data Services Corporation, SSI RAIL CORP., ITEL INSURANCE CORPORATION, and ITEL Corporation:

WHEREAS, this corporation owns all of the outstanding shares of ITEL Data Products Corporation, ITEL Capital Services Corporation, ITEL Data Services Corporation, SSI RAIL CORP., ITEL INSURANCE CORPORATION, and ITEL Corporation, the first four of which are Delaware corporations, the fifth of which is a California corporation, and the last of which is a Nevada corporation; and

WHEREAS, in the opinion of this Board of Directors it would be in the best interests of this corporation to merge the above wholly-owned subsidiaries into this corporation:

NOW, THEREFORE, BE IT RESOLVED, that this corporation merge, pursuant to the General Corporation Law of the State of Delaware, and it hereby does merge, into itself said wholly-owned subsidiaries, and assume, and it hereby does assume, all of the liabilities and obligations of such corporations; and

RESOLVED FURTHER, that the mergers shall be effective as of the close of business on December 30, 1977; and

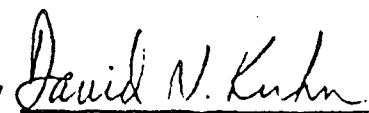
RESOLVED FURTHER, that the proper officers of this corporation be, and they hereby are, directed to make and execute a Certificate of Ownership and Merger setting forth a copy of the resolutions to merge said wholly-owned subsidiaries, and to assume the liabilities and obligations of such, and the date of adoption thereof, and to cause the same to be filed with the Secretary of State of Delaware and a certified copy recorded in the office of the Recorder of Deeds of New Castle County and to do all acts and things whatsoever, whether within or without the State of Delaware, which may be necessary or proper to effect said mergers.

IN WITNESS WHEREOF, ITEL Corporation has caused this certificate to be signed and dated this 16th day of December, 1977.

ITEL Corporation

By 
PETER S. REDFIELD
President

• ATTEST:

By 
DAVID N. KUHN
Assistant Secretary

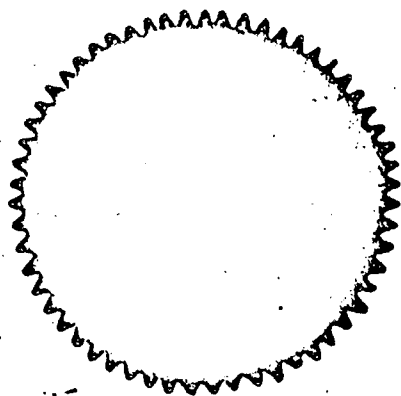


State
of
DELAWARE

Office of SECRETARY OF STATE

I, Glenn C. Kenton Secretary of State of the State of Delaware,
do hereby certify that the above and foregoing is a true and correct copy of
Certificate of Ownership of the "ITEL Corporation", a corporation organized and
existing under the laws of the State of Delaware, merging "ITEL Data Products
Corporation", "Iitel Capital Services Corpration", "Iitel Data Services Corporation"
and "SSI RAIL CORP.", corporations organized and existing under the laws of the
State of Delaware, "ITEL INSURANCE CORPORATION", a corporation organized and
existing under the laws of the State of California and "ITEL Corporation", a
corporation organized and existing under the laws of the State of Nevada, pursuant
to Section 253 of the General Corporation Law of the State of Delaware, as received
and filed in this office the twenty-second day of December, A.D. 1977, at 10
o'clock A.M.

In Testimony Whereof, I have herewith set my hand
and official seal at Dover this twenty-second day
of December in the year of our Lord
one thousand nine hundred and seventy-seven.



Glenn C. Kenton

Glenn C. Kenton, Secretary of State

Forney

Interstate Commerce Commission
Washington, D.C. 20423

4/26/78

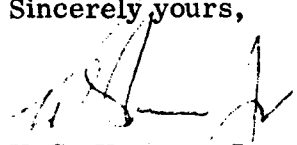
OFFICE OF THE SECRETARY

Martin D. Goodman
ITEL Corp
Two Embarcadero Center
San Francisco, Calif. 94111

Dear **Sir:**

The enclosed document(s) was recorded pursuant to the
provisions of Section 20(c) of the Interstate Commerce Act,
49 U.S.C. 20(c), on **4/26/78** at **2:25pm**,
and assigned recordation number(s) **9168-B & 8015-C**

Sincerely yours,


H.G. Homme, Jr.
Acting Secretary

Enclosure(s)